



UNITED STATES MARINE CORPS
MARINE CORPS COMBAT DEVELOPMENT COMMAND
QUANTICO, VIRGINIA 22134-5001

MCCDCO 12275.1
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9 SEP 2002

MARINE CORPS COMBAT DEVELOPMENT COMMAND ORDER 12275.1

From: Commanding General
To: Distribution List

Subj: MCCDC INTERGOVERNMENTAL PERSONNEL ACT (IPA) MOBILITY
PROGRAM

Ref: (a) Title 5, U.S.C., Sections 3371-3375
(b) Title 5, Code of Federal Regulations, Part 334

Encl: (1) U.S. OPM Intergovernmental Personnel Act (IPA) Mobility
Program: Provisions of the IPA Mobility Program
(2) U.S. OPM Intergovernmental Personnel Act (IPA) Mobility
Program: Assignment of a Federal Employee to a Non-
Federal Organization
(3) U.S. OPM Intergovernmental Personnel Act (IPA) Mobility
Program: Assignment of a Non-Federal Employee to a
Federal Agency
(4) Optional Form 69, Assignment Agreement Intergovernmental
Personnel Act of 1970 (5 U.S.C. 3371-3376)

1. Purpose. This Order states MCCDC policy and responsibilities for the temporary assignment of employees between MCCDC commands and state or local governments, institutions of higher education, or other eligible organizations under the IPA Mobility Program, reference (a), and applicable OPM regulations, reference (b).

2. Background. As described in enclosure (1), the IPA Mobility Program authorizes Assignment Agreements between Federal agencies and eligible organizations by which either a Federal employee works for the eligible organization, or an employee of the eligible organization works for the Federal agency. IPA assignments are management-initiated and controlled devices crafted to benefit both the Federal agency and the non-Federal organization, rather than a specific employee. Employee participation is voluntary and the parties must determine that the arrangement serves the interests of all concerned. The Federal agency and the eligible organization reach an agreement regarding allocation of responsibility for the employee's salary and expenses. IPA Assignment Agreements generally are limited to 2 years and may be extended for another 2 years. Enclosure (1) and the references provide additional details.

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a. Enclosure (2) describes protections, benefits, and limitations for Federal employees who accept assignment to eligible organizations as a detail or while on leave without pay.

b. Enclosure (3) explains the status of non-Federal employees who accept assignment to Federal agencies by appointment or detail. They must have completed at least 90 days as career employees on the employment rolls of the sponsoring eligible organization before their assignment under the IPA Mobility Program. Unlike contractor personnel, non-Federal employees under IPA Assignment Agreements are deemed Federal employees for many purposes. They may supervise or direct Federal employees. They may be assigned to an existing civil service position or to a defined set of duties. Once assigned to a Federal agency, they must work only on projects or programs for their Federal agency. They must not continue to perform other duties for their sponsoring eligible organization during the period of the assignment.

3. Applicability. This Order applies to all IPA Assignment Agreements and proposed IPA Assignment Agreements to which MCCDC or any of its subordinate commands is a party.

4. Policy

a. It is MCCDC policy to encourage and support temporary assignments of personnel between MCCDC commands and eligible organizations under the IPA Mobility Program when such assignments are for work of mutual concern and benefit to both MCCDC and the eligible organization.

b. IPA assignments will not be created or arranged to meet the personal interests of Federal civilian or military personnel seeking post-government service employment.

c. Non-Federal employees assigned to MCCDC commands under the IPA Mobility Program will meet personally with an ethics counselor from Office of Counsel, MCCDC to receive individualized ethics and standards of conduct training within 10 days of reporting for their assignment.

d. IPA positions will not be created at the expense of a current civil service position. Non-Federal employees will not be placed in a bargaining unit position, nor in a supervisory position in which he or she will take disciplinary or other adverse actions against subordinates or be involved in negotiations or collective bargaining with the MCB, Quantico local bargaining unit's union representatives.

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5. Definitions

a. Employee. An individual serving in a Federal agency under a career or career-conditional appointment, including career appointees in the senior executive service, and individuals under appointments of equivalent tenure in excepted service positions; or an individual employed for at least 90 days in a career position with a state, local, or Native American tribal government, institution of higher education, or other eligible organization.

b. Eligible Organization. A state or local government, institution of higher education, or other eligible organization within the meaning of paragraph 5f below.

c. State. A state of the U.S., the District of Columbia, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, a territory or possession of the U.S., any instrumentality or authority of the foregoing, and any federal-state authority or instrumentality.

d. Local Government. A political subdivision, instrumentality, or authority of a state or states; any general or special purpose agency of such a political subdivision, instrumentality, or authority; any Native American tribe, band, nation, or other organized group or community, including any Alaska Native village, which is recognized as eligible for the special programs and services provided by the U.S. because of their status as Native Americans and includes any tribal organization as defined in section 4 of the Indian Self-Determination and Education Assistance Act.

e. Institution of Higher Education. A domestic, accredited public or private 4-year college or university, or a technical or junior college.

f. Other Eligible Organization (or Other Organization). A national, regional, statewide or metropolitan organization representing member state or local governments; an association of state or local public officials; or a nonprofit organization that has as one of its principal functions the offering of professional advisory, research, educational, development, or related services to governments or universities concerned with public management. Such an organization is not an eligible organization unless and until it has been certified as such by the Deputy Assistant Secretary of the Navy (Civilian Personnel/Equal Employment Opportunity), or by another Federal agency.

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6. Responsibilities

a. CG MCCDC. Review for approval all proposed IPA Assignment Agreements involving MCCDC Headquarters and subordinate commands.

b. Commanders of Subordinate Commands. Review for approval all proposed IPA Assignment Agreements involving their respective commands. Consult with the Quantico Site Manager, Human Resources and Organizational Management (HROM), in cases where a prospective participating non-Federal organization is not certified as eligible under the IPA Mobility Program. Forward proposed IPA Assignment Agreements to the CG MCCDC for review prior to final approval.

c. Program Directors. Identify necessary and desirable IPA Assignment Agreements consistent with the references and this Order (including all enclosures). Explore and negotiate appropriate potential IPA Assignment Agreements with eligible organizations. Ensure that participating organizations are eligible under the references and consult with the Site Manager, HROM, in cases where a prospective participating non-Federal organization is not certified as eligible. Ensure that all IPA Assignment Agreements are management-initiated and that no MCCDC officer or employee participates in the initiation or establishment of an IPA Assignment Agreement or any of its terms where that employee or officer is personally seeking the assignment for post-government service employment. Coordinate with the Comptroller to make necessary financial arrangements. Draft written IPA Assignment Agreements using the form at enclosure (4). Secure the subordinate commander's approval before developing an IPA position description or negotiating an IPA Assignment Agreement. Ensure that non-Federal employees assigned to their organization under the IPA Mobility Program meet personally with a command ethics counselor for individualized ethics and standards of conduct training within 10 days of reporting aboard. Ensure that non-Federal employees have all requisite security clearances before beginning work at MCCDC.

d. Counsel, MCCDC. Advise program directors and heads of offices on procedures and requirements for IPA program, ensuring that documentation is complete before the Optional Form (OF) 69, Assignment Agreement Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)), is signed by the required parties. Review and provide a written opinion on each OF 69 before forwarding to CG MCCDC for approval. Counsel new IPA employees on ethical obligations.

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e. Quantico Site Manager, HROM. Provide advice and guidance to program directors, heads of offices, and field activity commanders who wish to establish IPA Assignment Agreements. Coordinate with the Office of the Assistant Secretary of the Navy (CP/EEO) in cases where a prospective participating non-Federal organization is not certified as eligible under the IPA Mobility Program.

f. Comptroller. For MCCDC Assignment Agreements, provide assistance in making necessary financial arrangements, provide information related to travel and transportation entitlements, and ensure that the parties to IPA Assignment Agreements uphold the financial terms stated therein.

g. MCCDC Employees. Comply with Federal standards of conduct and conflict of interest statutes and regulations including, but not limited to, Title 18, U.S.C., sections 203 (compensation from outside sources); 205 (representation of third parties); 208 (participation in matters with a financial interest); and 209 (non-government compensation and gratuities). Notify their supervisor if contacted for possible employment by an eligible organization seeking an IPA Assignment Agreement with MCCDC, and then consult with an ethics counselor from their command office of counsel regarding permissible contacts and actions while negotiating for possible outside employment. Refrain from participating in the initiation or establishment of an IPA Assignment Agreement or any of its terms if that employee is personally seeking the IPA assignment for post-government service employment.

h. Non-Federal Employees Assigned to MCCDC Commands Under the IPA Mobility Program. Meet with an ethics counselor from MCCDC (Counsel office) within 10 days of reporting for the assignment. Comply with Federal standards of conduct and conflict-of-interest statutes and regulations including, but not limited to, Title 18, U.S.C., sections 203 (compensation from outside sources); 205 (representation of third parties); 208 (participation in matters with a financial interest); and 209 (non-government compensation and gratuities).

7. Action. All personnel with responsibilities involving the IPA Mobility Program will understand and comply with this Order, its references, and enclosures.

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8. Forms. Enclosure (4) provides a sample form for IPA Assignment Agreements.

A handwritten signature in cursive script, appearing to read "Daniel P. O'Brien".

DANIEL P. O'BRIEN
Chief of Staff

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J.S. OPM INTERGOVERNMENTAL PERSONNEL ACT (WA)
MOBILITY PROGRAM: PROVISIONS OF THE IPA
MOBILITY PROGRAM

Revised Intergovernmental Personnel Act**Purpose of Program****Coverage****Certification of "Other Organizations"****Length of Assignment****Reimbursement for Assignment****Travel, Relocation, and Per Diem****Standards of Conduct and Conflict-of-interest Provisions****Arranging an Assignment****Termination of an Assignment****Changes to the Assignment Agreement****Oversight**

Revised Intergovernmental Personnel Act (IPA) mobility program regulations (5 CFR part 334), effective May 29, 1997, allow federal agencies to operate in a more efficient and productive manner. These new regulations contain two major changes.

- Agencies are now responsible for certifying the eligibility of "other organizations" for participation in the mobility program. Previously, this certification was done by the Office of Personnel Management.
- Agencies need no longer submit assignment agreements to the Office of Personnel Management. The information in this publication will assist agencies in their day-to-day management of the mobility program. questions or comments about these procedures.

Purpose of Program

Assignments to or from state and local governments, institutions of higher education, Indian tribal governments and other eligible organizations are intended to facilitate cooperation between the Federal Government and the non-Federal entity through the temporary assignment of skilled personnel. These assignments allow civilian employees of Federal agencies to serve with eligible non-Federal organizations for a limited period without loss of employee rights and benefits. Employees of State and local governments, Indian tribal governments, institutions of higher education and other eligible organizations may serve in Federal agencies for similar periods. The legal authority for assignments under the Intergovernmental Personnel Act is 5 USC sections 3371 through 3375. The regulations can be found in Code of Federal Regulations (CFR), part 5, chapter 334.

Each assignment should be made for purposes which the Federal agency head, or his or her designee, determines are of mutual concern and benefit to the Federal agency and to the non-Federal organization. Each proposed assignment should be carefully examined to ensure that it is for sound public purposes and furthers the goals and objectives of the participating organizations. Assignments arranged to meet the personal interests of employees, to circumvent personnel ceilings, or to avoid unpleasant personnel

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decisions are contrary to the spirit and intent of the mobility assignment program.

The goal of the Intergovernmental Personnel Act mobility program is to facilitate the movement of employees, for short periods of time, when this movement serves a sound public purpose. Mobility assignments may be used to achieve objectives such as:

- strengthening the management capabilities of Federal agencies, State, local and Indian tribal governments, and other eligible organizations;
- assisting the transfer and use of new technologies and approaches to solving governmental problems;
- facilitating an effective means of involving state and local officials in developing and implementing Federal policies and programs; and,
- providing program and developmental experience which will enhance the assignee's performance in his or her regular job.

Coverage

- 5 CFR part 334 provides definitions of organizations and individuals covered by the Intergovernmental Personnel Act provisions of 5 USC section 3 174. Individuals excluded from participation in the Intergovernmental Personnel Act mobility program include:
 - o Federal, State or local government employees serving under noncareer, excepted service, noncompetitive, time-limited, temporary or term appointments;
 - o Elected Federal, State or local government officials;
 - o Members of the uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration; and
 - o Students employed in research, graduate, or teaching assistant and similar temporary positions.

Certification of "Other Organizations"

The Intergovernmental Personnel Act regulations specify that "other organizations" are eligible to participate and define what an "other organization" is. They also require that entities interested in participating in the mobility program as an "other organization" have eligibility certified by the Federal agency with which they are entering into an agreement. If an organization has already been certified by an agency, this certification is permanent and may apply throughout the Federal Government. Another agency can accept this certification or require an organization to submit the appropriate paperwork for review. Requests for certification should include a copy of:

- the organization's articles of incorporation;
- bylaws;
- Internal Revenue Service (IRS) letter of nonprofit status; and
- any other information describing the organization's activities as they relate to the public management concerns of governments or universities.

Length of Assignment

Assignment agreements can be made for up to two years, and may be intermittent, part-time, or full-time. The agency head, or his or her designee, may extend an assignment for an additional two years when the extension will be to the benefit of both organizations.

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5 CFR part 334 states that an employee who has served for four continuous years on a single assignment may not be sent on another assignment without at least a 12-month return to duty with his or her regular employer. Successive assignments without a break of at least 60 calendar days will be regarded as continuous service under the mobility authority.

The regulations prohibit a Federal agency from sending on assignment an employee who has served on mobility assignments for more than a total of six years. The Office of Personnel Management may waive this provision upon the written request of the agency head.

In the case of assignments made to Indian tribes or tribal organizations, the agency head (or designee), may extend the period of assignment to any length of time where it is determined that the assignment will continue to benefit both the Federal agency and the Indian tribe or tribal organization.

Reimbursement for Assignment

Cost-sharing arrangements for mobility assignments are negotiated between the participating organizations. The Federal agency may agree to pay all, some, or none of the costs associated with an assignment. Costs may include basic pay, supplemental pay, fringe benefits, and travel and relocation expenses.

Agencies may consider the income from certain private consulting work as part of the academic pay of university employees. Specifically, when the regular tour of duty for a university employee includes an allotment of time for consulting, or when the employee is performing any job-related consulting that cannot be continued during the assignment, the income received from the consulting may be regarded as part of the employee's academic pay.

Agencies should not authorize reimbursement for indirect or administrative costs associated with the assignment. This includes charges for preparing and maintaining payroll records, developing reports on the mobility assignment, and negotiating the agreement. Other prohibited costs include tuition credits, office space, furnishings, supplies, staff support and computer time.

Cost-sharing arrangements should be based on the extent to which the participating organizations benefit from the assignment. The larger share of the costs should be absorbed by the organization which benefits most from the assignment. Exceptions might occur when an organization's resources do not permit costs to be shared on a relative benefit basis.

Travel, Relocation, and Per Diem

A Federal agency may pay the travel expenses authorized under the Federal Travel Regulation (FTR) (41 CFR chapters 301-304) chapter 301 of a Federal employee or non-Federal employee on an Intergovernmental Personnel Act assignment. An agency may pay a per diem allowance at the assignment location in accordance with FTR part 301-7, or the following limited relocation expenses:

- travel and transportation expenses of the employee to and from the assignment location under FTR part 302-2;
- travel and transportation expenses of the employee's immediate family to and from the assignment location under FTR part 302-2;
- transportation and temporary storage expenses of the employee's household goods and personal effects under FTR part 302-8;
- temporary quarters subsistence expenses under FTR part 302-5 at the time the assignment

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- commences and at the time the assignment is completed;
- a miscellaneous expense allowance under FTR part 302-3; and
- the expenses of non-temporary storage of the employee's household goods and personal effects under FTR part 302-9, when the employee is assigned to an isolated location.

An agency may select between payment of a per diem allowance at the assignment location or the limited relocation expenses, but may not pay both. However, an agency may pay per diem for travel away from the assignment location, even if it pays the limited relocation allowances, so long as the employee does not travel to his/her official station. An agency should consider the cost to the Federal Government to be a major factor when determining whether to pay a per diem allowance at the assignment location or limited relocation allowances. An agency should also consider the duration of the assignment. A per diem allowance is meant for shorter assignments. The payment of per diem for an indeterminate period or a period of more than one year is taxable to an employee, so an agency should not pay a per diem allowance for an assignment expected to last more than one year, or for an indefinite period.

If an agency pays a per diem allowance at the assignment location, the per diem allowance may be paid only for the individual on the mobility assignment. If an agency pays relocation, the agency may pay transportation expenses for the immediate family of the employee. An agency, however, cannot pay the expenses of selling or purchasing a residence, nor the expenses of property management services while the employee is on the assignment. An agency may not authorize a temporary change of station under subparts C and D of FTR part 302-1 to transfer an employee to the assignment location.

The employee must sign a service agreement for one year or the length of the assignment, whichever is shorter, to be eligible for payment of per diem at the assignment location or limited relocation expenses. The employee will be responsible for repaying any expenses if he or she fails to complete the service agreement, unless the reasons for failing to complete the agreement are beyond his or her control. In addition, Federal agency officials may waive the requirement to pay back expenses if they feel the waiver is justified. The service agreement does not cover travel expenses paid when the employee travels away from the assignment location.

Standards of Conduct and Conflict-of-interest Provisions

A non-Federal employee on assignment to a Federal agency, whether by appointment or on detail, is subject to a number of provisions of law governing the ethical and other conduct of Federal employees. Title 18, United States Code, prohibits certain kinds of activity:

- receiving compensation from outside sources for matters affecting the Government (section 203),
- acting as agent or attorney for anyone in matters affecting the Government (section 205),
- acting or participating in any matter in which he or she, the immediate family, partner; or, the organization with which he or she is connected has a financial interest (section 208),
- receiving salaries or contributions from other than Government sources for his or her Government services (section 209),
- soliciting political contributions (sections 602 and 603),
- intimidating to secure political contributions (section 606),
- failing to account for public money (section 643),
- converting property of another (section 654),
- disclosing confidential information (section 1905); and,
- lobbying with appropriated funds (section 1913).

Non-Federal employees are also subject to the Ethics in Government Act of 1978; 5 CFR part 735 which

regulates employee responsibilities and conduct; as well as agency standards of conduct regulations. The Intergovernmental Personnel Act does not exempt a Federal employee, whether on detail or on leave without pay, from Federal conflict-of-interest statutes when assigned to a non-Federal organization. The Federal employee may not act as an agent or attorney on behalf of the non-Federal entity before a Federal agency or a court in connection with any proceeding, application, or other matter in which the Federal Government is a party or has a direct and substantial interest. The Federal agency should be particularly alert to any possible conflict-of-interest, or the appearance thereof, which may be inherent in the assignment of one of its employees. Conflict-of-interest rules should be reviewed with the employee to assure that potential conflict-of-interest situations do not inadvertently arise during an assignment.

Under the terms of the *Indian Self-Determination and Educational Assistance Act*, Federal employees on assignment to an Indian tribal government are exempt from conflict-of-interest provisions concerning representational activities, provided the employee meets notification requirements. Federal employees may act as agents or attorneys for, or appear on behalf of, such tribes in connection with any matter pending before any department, agency, court, or commission, including any matter in which the United States is a party or has a direct and substantial interest. The Federal assignee must advise, in writing, the head of the department, agency, court, or commission with which he or she is dealing or appearing on behalf of the tribal government, of any personal and substantial involvement he or she may have had as an officer or employee of the United States in connection with the matter involved.

Non-Federal employees on assignment to the Federal Government are subject to the provisions of 5 USC chapter 73, United States Code (Suitability, Security, and Conduct, including restrictions on political activity), and any applicable non-Federal prohibitions.

Arranging an Assignment

Assignments under the Intergovernmental Personnel Act are management-initiated. Development of the proposed assignment should be controlled by management. The benefits to the Federal agency and the non-Federal organization are the primary considerations in initiating assignments; not the desires or personal needs of an individual employee. The assignment is voluntary and must be agreed to by the employee. Regulations require that an assignment must be implemented by a written agreement.

When developing an assignment which involves the movement of a non-Federal employee to a Federal agency, the agreement should specify that the employee can return to the non-Federal position occupied prior to the assignment or to one of comparable pay, duties and seniority and that the employee's rights and benefits will be fully protected.

Federal agencies should use their own form for recording the agreement. The specific content of the agreement may vary according to the assignment. Agency forms should provide, at a minimum, the following information:

- name, social security number, current job title, salary, classification, and address of the employee,
- parties to the agreement (both Federal and non-Federal organizations),
- position information, including organizational location of both the original position and the position entered into under the agreement,
- type of assignment (e.g., detail or leave without pay; non-Federal to Federal; Federal to non-Federal), and period covered by the assignment agreement,
- goals of the assignment and a brief statement of how the goals are to be achieved,
- relative benefits accruing to each organization and the cost-sharing arrangement based on these benefits,

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- how increased knowledge, skills and abilities gained by the employee during the assignment will be utilized at the completion of the assignment,
- applicability of Federal conflict-of interest laws,
- decisions of the Federal agency and the non-Federal organization concerning the employee's salary, supervision, payment of travel and transportation expenses, supplemental pay, entitlement to leave and holidays, provisions for reimbursement and the method of reimbursement,
- arrangements for maintaining leave records,
- employee benefits that will be retained; and,
- Privacy Act Statement.

The agreement should also make clear that if an employee is paid allowable travel, relocation, and per diem expenses, he or she must complete the entire period of the assignment or one year, whichever is shorter, or reimburse the Government for those expenses.

For Federal employees the agreement should assure that the assignee knows of his or her obligation to return to the Federal service for a time equal to the length of the assignment, or be liable for all expenses (exclusive of salary and benefits) associated with the assignment.

The cost-sharing arrangements involved in a mobility assignment are worked out between the participating organizations. The Federal agency may agree to pay all, some, or none of the costs of an assignment. Such costs may include employee pay, fringe benefits, relocation costs, and travel and per diem expenses.

Termination of an Assignment

An assignment may be terminated at any time at the option of the Federal or non-Federal organization. Where possible, the party terminating the agreement before the original completion date should give a 30-day notice to all parties involved. This notification should be in writing and should include the reasons for the termination. The Office of Personnel Management may terminate an assignment or take other corrective actions when an assignment is found to violate the Intergovernmental Personnel Act regulations. A mobility assignment must be terminated immediately whenever the assignee is no longer employed by his or her original employer, regardless of whether the assignment is a detail or an appointment.

Changes to the Assignment Agreement

Any significant changes in an employee's duties, responsibilities, salary, work assignment location or supervisory relationships should be duly recorded as a modification to the original agreement. The assignment agreement for each employee must always be accurate, complete, and current. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short-term changes in duties do not require a modification to the original agreement.

Oversight

The Office of Personnel Management will maintain oversight over agencies' use of the Intergovernmental Personnel Act program. It is imperative that agencies maintain accurate records of all Intergovernmental Personnel Act assignments (see Arranging an Assignment) as well as eligibility certifications of "other organizations." In addition, the Office of Personnel Management's Office of Merit Systems Oversight and Effectiveness may conduct, as appropriate, reviews of agencies' administration of the Intergovernmental Personnel Act program.

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U.S. OPM INTERGOVERNMENTAL PERSONNEL ACT (IPA) MOBILITY
PROGRAM: ASSIGNMENT OF A FEDERAL EMPLOYEE TO A
NON-FEDERAL ORGANIZATION

- Assignment of Employee
- Status of a Federal Employee on Detail
- Status of a Federal Employee on *LWOP*
- Retirement, Medicare, Group Life Insurance, and Health Benefits for a Federal Employee on *LWOP*
- Incentive Awards For Federal Employees on Intergovernmental
- Personnel Act Assignments
- Obligated Service Requirement
- Return to Duty

Under the Intergovernmental Personnel Act, a Federal employee, with his or her consent, may be **assigned** to a non-Federal organization either on *detail* or *leave withoutpay (LWOP)*. In either case, the assignee remains an employee of the Federal agency and retains the rights and benefits attached to that status. Federal employees may receive within-grade increases and promotions as well as increases in pay due to across-the-board increases and increases in locality pay while on Intergovernmental Personnel Act assignments. In addition, Federal employees may earn premium pay (such as Title 5 overtime pay; Fair Labor Standards Act (FLSA) overtime pay; and night, Sunday, and holiday premium pay) for hours worked under an Intergovernmental Personnel Act assignment. The Federal rate of pay should include any applicable locality payment, special salary rate, cost-of-living allowance, or post differential associated with the appropriate official duty station .

The choice of the most appropriate type of assignment - *detail* or *LWOP* - is influenced by various factors, including the position and duties assigned to the employee, and the agency decisions concerning payment of expenses. Non-Federal positions which require the employee to exercise legal or fiscal authority, or to carry out supervisory responsibility, may more appropriately be filled by *appointment*, necessitating *LWOP* by the Federal employee.

An employee on a mobility assignment is still a Federal employee and personnel actions which would apply to a Federal employee, or to his or her position (e.g., reclassification, transfer of function, reassignment), continue to be applicable while the employee is on a mobility assignment. In no case can a Federal employee earn less on a mobility assignment than he or she would have received in his or her Federal position.

The rate of pay of an employee assigned to a federally funded research and development center may not exceed the rate of pay that the employee would receive for continued service in the position in the Federal agency from which assigned.

Federal employees are reminded, once again, that they are expected to obey conflict-of-interest laws and standards of conduct provisions applicable to them and similar standards maintained by non-Federal organizations (see p.4). The employee's agency is responsible for resolving fully any issues relating to a potential conflict-of-interest prior to approval of an assignment.

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Status of a Federal Employee on Detail

Federal employees on *detail* remain employees of their permanent agencies for all purposes except work and supervision, and are subject to agency established performance appraisal criteria and procedures covering detailed employees. The detailed employee's pay, allowances, privileges, rights, seniority, and other benefits are preserved and remain in effect during the assignment. He or she continues to receive pay, allowances, and benefits from the Federal agency, even though these costs may be reimbursed to the agency in whole or in part by the non-Federal organization. The Federal employee on detail may receive a supplemental salary from the non-Federal organization when the position to which he or she is assigned has a higher established rate of pay.

The Federal pay rate (including locality pay, cost-of-living allowances, etc.) for employees on Intergovernmental Personnel Act *details* should be based on their travel status and benefits. For those who receive temporary duty travel allowances (e.g., per diem), the employee's official duty station for pay purposes is the duty station the employee occupied before the Intergovernmental Personnel Act assignment. For those who receive relocation allowances, the employee's official duty station is the duty station of the Intergovernmental Personnel Act assignment. A detailed employee's contributions for retirement, Medicare, life insurance, and health benefits are withheld from his or her pay. If the *detail* is on a reimbursable basis, the agreement should indicate what portion of the total cost each of the two organizations agree to pay.

A detailed employee continues to earn leave under the Federal agency's leave system and to have appropriate absence from duty with the non-Federal organization charged against that leave. The responsibility for documenting leave for detailed employees should be specified in the assignment agreement. The 240-hour limit and the 720-hour limit on annual leave carryover remain in effect for **non-Senior Executive Service (SES)** and SES employees, respectively. All leave used, as well as hours worked, should be certified by the non-Federal organization to the Federal agency.

A detailed employee's workweek and hours of duty will be determined by the non-Federal organization. The employee will either be excused from duty on all Federal holidays without charge to leave or will receive holiday premium pay for work performed on a Federal holiday. He or she may be excused from duty by the non-Federal organization on a State or local holiday without charge to leave or loss of pay, but will not be entitled to premium pay if required to work on such a day.

Status of a Federal Employee on *LWOP*

A Federal employee assigned to a non-Federal organization on *Leave Without Pay* is given an appointment in accordance with the terms of the written agreement and the personnel policies of that organization. A Federal employee on *LWOP* is paid by the non-Federal organization to which he or she is assigned. This salary may be more than the employee's current Federal salary. A supplemental salary payment must be made when the rate of pay of the non-Federal organization is less than the rate of pay the employee would have received in his or her Federal position. It cannot be paid in advance or as a lump sum. Whether an employee is entitled to supplemental pay is decided by the Federal agency official authorized to sign the written agreement and must be communicated to the employee before he or she agrees to the assignment. The supplemental pay may vary during the assignment depending on such things as promotion, **within-grade** increase, or pay plan revision, as well as across-the board increases or increases in locality rates which the employee would have received in his or her Federal position. An assignment agreement may provide for reimbursement to the Federal agency for the cost of supplemental pay.

The key to determining the Federal rate of pay for an employee on *LWOP* for an Intergovernmental

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Personnel Act assignment is the employee's travel status and benefits. If the employee% receiving temporary duty travel allowances, use the rate of pay for the duty station the employee occupied before the Intergovernmental Personnel Act assignment. If the employee is receiving change-in-station relocation allowances, use the rate of pay for the duty station of the Intergovernmental Personnel Act assignment.

A Federal employee on *LWOP* from a Federal position to a non-Federal organization is entitled to earn annual and sick leave to the same extent as if he or she had continued in the regular Federal position. Annual and sick leave balances are transferable both to and from these assignments, subject to the limitation prescribed for annual leave carryover by 5 USC section 6304. The assignment agreement should specify whether the non-Federal or Federal agency will pay for the cost of leave. The non-Federal organization, in accordance with its regulations and policies, will determine the employee's workweek, hours of duty, and the holidays to which he or she is entitled.

Retirement, Medicare, Group Life Insurance, and Health Benefits for a Federal Employee on *LWOP*

An employee is entitled to receive full service credit while on assignment if he or she makes a written election to retain retirement coverage and continues to pay the employee's contribution into the Civil Service Retirement and Disability Fund (or other Federal retirement system). The employee's Federal agency will continue to make its matching contribution. If the employee elects to retain full retirement credit under the retirement system, the agreement should specify, when applicable, that he or she is exempt from making retirement contributions under any mandatory non-Federal retirement system.

If the employee elects not to pay the current contributions as indicated above, he or she will receive, if subject to the Civil Service Retirement System (CSRS) or the Federal Employees Retirement System (FERS), credit for as much of the *LWOP* as does not exceed six months in a calendar year. An employee who elects not to pay his or her contributions to the CSRS or FERS while on a mobility assignment cannot retroactively pay any foregone contributions.

If an employee is injured or disabled while on *LWOP*, he or she may not receive both a Federal disability and non-Federal compensation covering the same period. This provision does not bar the right of the employee to receive the benefit paying the greater amount, or his or her right to a Federal retirement annuity based on service, i.e., a non-disability annuity.

If the employee or his or her survivor elects to receive any benefit from a non-Federal retirement system based on the employee's service during the assignment which Office of Personnel Management determines is similar to the employee's Federal retirement system, no Federal retirement credit may be allowed for the time the employee was on the assignment. If the non-Federal salary for the employee on *LWOP* is greater than the basic pay of the employee's Federal position, the basic pay of the Federal position constitutes the maximum salary which may be considered for Federal retirement purposes.

Federal employees on *LWOP* are covered by social security, unless they had no social security coverage in their Federal employment because they were covered by full CSRS deductions.

All wages for employees on *LWOP* will be taxed the hospital insurance portion of the *FICA* tax for Medicare Part A coverage. Deductions must be withheld and reported in accord with Treasury Fiscal Requirements Manual Instructions.

An employee on *LWOP* is entitled to continue coverage for group life insurance and health benefits for the duration of the assignment - even if the *LWOP* exceeds one year. To continue these coverages, the

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employee must continue to pay his or her share of the premiums through the Federal agency and the agency will pay its share.

If the employee elects to be covered under the non-Federal organization's life insurance or health benefits program which the Office of Personnel Management determines is similar to the programs for Federal employees, the assigned employee is not entitled to continue his or her coverage under the Federal programs.

For retirement, Medicare and group life insurance purposes, the Federal agency is responsible for determining the applicable rate of basic pay in accordance with the provisions of 5 USC section 3373. The agency is also responsible for collecting, accounting for, and depositing in the respective accounts, all retirement, group life insurance, and health benefits payments required to protect the rights of the employee on *LWOP*; and accounting for and depositing in the respective funds all agency contributions. As part of the written agreement, the agency must furnish the employee with specific information about how, when, and where payments are to be submitted. The agency must also keep the employee informed on all developments which affect rates, coverage, and enrollment under the retirement, Medicare, life insurance, and health benefits programs (e.g., open seasons, new coverages, changes in laws).

Service on a *LWOP* assignment is creditable in full for Federal salary purposes including within-grade increases, and leave accrual. Determination of an acceptable level of competence for within-grade increase purposes under 5 CFR part 53 1, subpart D is waived for periods of service under an assignment to a non-Federal organization.

Incentive Awards For Federal Employees on Intergovernmental Personnel Act Assignments

Federal employees are eligible to receive awards for contributions and suggestions related to their work on mobility assignments. In deciding whether a Federal employee on an Intergovernmental Personnel Act assignment should receive an award, agency officials should be particularly mindful of the relationship between the accomplishments of the assignment and the mission of the agency. There should be substantial benefit accruing to the Federal agency's programs and activities for the agency to grant a cash award. The costs of an award for a mobility assignee can be shared between the participating agencies.

If a non-Federal organization wishes to grant a cash award to a Federal employee on a mobility assignment, the employee's agency must be informed of the award, the reasons for it, and must concur in this action. If concurred with, a copy of the documentation should be retained in the employee's Official Personnel Folder. Such awards may be either cash or honor awards.

Obligated Service Requirement

Regulations require that a Federal employee must agree, as a condition of accepting a mobility assignment, to return to the Federal Government and to serve for a period of time equal to the length of the assignment. If the employee fails to carry out this agreement, he or she must reimburse the Federal agency for its share of the costs of the assignment (exclusive of salary and benefits). Federal agency officials may waive this reimbursement for good and sufficient reason.

Return to Duty

At the completion of a mobility assignment, the agency should return the employee to the same position he or she occupied at the time the assignment began or reassign the individual to another position of like pay

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and grade level. If promoted while on assignment, the employee should be returned to the new position at the completion of the assignment. If the return to duty is accompanied by a geographic move, the employee's total pay may be reduced because of a lower locality pay. This is not an adverse action because locality pay is not basic pay for adverse action purposes.

A returning employee who is not satisfied with the position in the Federal agency to which he or she will be assigned has the right to seek relief through appropriate agency channels. There is no provision for final administrative review by the Office of Personnel Management. If the position offered the returning employee is of a lower grade or pay than the position held immediately before the mobility assignment, the proposed action must be treated as an adverse action under 5 CFR part 752, when applicable.

ENCLOSURE (2)

U.S. OPM INTERGOVERNMENTAL PERSONNEL ACT (IPA)
MOBILITY PROGRAM: ASSIGNMENT OF A NON-FEDERAL
EMPLOYEE TO A FEDERAL AGENCY

- Status of Employee
- Status of a Non-federal Employee on Detail
- Status of a Non-federal Employee Receiving a Federal Appointment

An employee of a non-Federal organization must be employed by that organization for at least 90 days in a career position before entering into an Intergovernmental Personnel Act agreement. This individual may be given a temporary appointment or be assigned by detail to a Federal agency. It is the Federal agency's responsibility to inform the employee of the applicable Federal employee laws. Federal conflict-of-interest laws and the Federal tort claims statutes also apply.

A non-Federal employee who is assigned to a Federal position, either by detail or appointment, may exercise supervision over Federal employees.

Agencies should not offer permanent appointments to non-Federal employees assigned to them. The Intergovernmental Personnel Act mobility program is not to be used as a mechanism to facilitate career changes.

Non-Federal employees on assignment to a Federal agency by appointment are Federal employees for the duration of that appointment and have all the rights, benefits, and privileges associated with that appointment. This includes eligibility for awards given under the authority of 5 USC chapter 45.

Non-Federal employees on assignment to a Federal agency by detail can receive recognition through letters of appreciation or commendation but are not eligible for awards granted under the incentive awards programs governed by 5 USC chapter 45. A Quality Step Increase (QSI) cannot be approved for **non-Federal** employees.

Status of a Non-federal Employee on Detail

Non-Federal employees on *detail* to Federal agencies remain employees of their permanent organizations for most purposes. Detailees are not eligible to enroll in Federal health benefits programs, group life insurance, or the Civil Service Retirement System (CSRS). An employee assigned by *detail* to a Federal agency may be assigned to an established, classified position in the Federal agency, or may be given a set of ad hoc, unclassified duties, relevant only to the specific assignment project.

An employee assigned by *detail* to a classified position in a Federal agency is entitled to earn the basic rate of pay, including any locality payment, which the duties of the assignment position would warrant under the applicable classification and pay provisions of the Federal agency. If the assignee's non-Federal salary is less than the minimum rate of pay for the Federal position, the agency must supplement the salary to make up the difference. Supplemental pay may vary because of changes in the rate of pay of the Federal position. It cannot be paid in advance or in a lump sum and is not conditional on the completion of the full

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period of the assignment. Supplemental pay may be paid directly to the employee or reimbursed to the non-Federal organization.

If the assignee is detailed to a set of unclassified duties, the assignee continues to be paid directly by the non-Federal organization at a rate of pay based on the assignee's non-Federal job. The Federal agency may agree to reimburse the non-Federal organization for all, some, or none of the costs of the assignment.

Detailees will usually have the same workweek and hours of duty as Federal employees in the agency to which they are assigned. However, if the workweek of the permanent employer is, by law or local ordinance, shorter than the Federal workweek, the employee's workweek should be adjusted as needed. Detailees are eligible to participate in alternative work schedule arrangements of the Federal agency to which they are assigned.

Detailees are covered under their permanent employer's leave system. The assignment agreement will specify how the permanent employer will be notified of leave taken and how the use of leave will be approved. The agreement will also spell out what holidays will be observed by the assignee.

Status of a Non-federal Employee Receiving a Federal Appointment

By statute, a non-Federal employee may be given an excepted appointment for two years without regard to the provisions governing appointment in the competitive service. This appointment may be extended for not more than an additional two years. Agencies should establish qualification requirements for assignment positions in accordance with 5 CFR part 302, which governs employment in the excepted service.

The Intergovernmental Personnel Act noncompetitive appointment authority provisions of 5 **USC** section 3174 apply only to positions in the competitive service. In order to appoint a non-Federal Intergovernmental Personnel Act assignee to an SES position, an agency must first obtain an SES limited term appointment authority from the Office of Personnel Management. However, only SES General positions may be filled by limited appointment, i.e., a non-Federal employee cannot be given a limited term appointment to an SES Career Reserved position. Requests for allocation of an SES limited term appointment authority for non-Federal Intergovernmental Personnel Act assignees should be directed to the Assistant Director, Office of Executive Resources, Room 6484, Office of Personnel Management, 1900 E Street NW, Washington, DC 20415-0001.

Normally, a non-Federal employee is appointed at the minimum rate of the grade. However, if an agency wants to pay an advanced step rate for a position at GS-11 through GS-15 based upon superior qualifications of the applicant, it may do so.

Intergovernmental Personnel Act assignees appointed for more than one year are eligible for within-grade increases. They are entitled to cost-of-living allowances and other pay differentials, and are allowed to accumulate and use leave to the same extent as other Federal employees. However, employees appointed to successive temporary appointments of one year or less may not earn a within-grade increase, even if the time under the successive temporary appointments exceeds one year.

A non-Federal employee is not eligible to enroll in the Federal Employees Health Benefits program unless his or her Federal appointment results in the loss of coverage under the non-Federal health benefits system. In such a case, the appointee may enroll in the Federal Employees Health Benefits Program.

Non-Federal employees given appointments are not covered by any retirement system for Federal employees or by the Federal Employees Group Life Insurance Program

ENCLOSURE (3)

ASSIGNMENT AGREEMENT
Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E Street, NW
Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

☐ New Agreement ☐ Modification ☐ Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

3. Social Security Number

4. Home Address (Street, City, State, ZIP Code)

5.- A. Have you ever been on a mobility assignment?

YES ☐ NO

5.- B. If "Yes", date of each assignment (Month and Year)

From To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

7. State or Local Government (Identify the governmental agency)

8. Is assignment being made through a faculty fellows program?
If "YES", give name of the program.

YES ☐ NO

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

10. Employee's Position Title

11. Office Telephone Number
(Include the Area Code)

12. Immediate Supervisor (Name and Title)

B - Type of Current Appointment

13. Federal Employees (Check appropriate box)

☐ Career Competitive Grade Level
☐ Other (Specify):

14. State and Local Employees

State or Local Annual Salary

---,---,---

Original Date Employed by the State
or Local Government (Month, Day, Year)

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

16. Employee's Position Title

17. Office Telephone Number
(Include the Area Code)

18. Immediate Supervisor (Name and Title)

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PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

☐ On detail from a Federal agency

☐ On leave without pay from a Federal agency

☐ On detail to a Federal agency

☐ On appointment in a Federal agency

☐ Full Time

☐ Part Time

☐ Intermittent

20. Period of Assignment (Month, Day, Year)

From

To

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

22. List the major duties and responsibilities to be performed while on the mobility assignment.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

27. State or Local Government Agency Obligations

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

☐ 28. Applicable Federal, State or local conflict-of interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.

☐ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable

A. Federal Employees Group Life Insurance

☐ Covered ☐ N/A

B. Federal Civil Service Retirement System or Federal Employees Retirement System

☐ Covered ☐ N/A

C. Federal Employee Health Benefits

☐ Covered ☐ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

32. Other Benefits (indicate any other employee benefits to be made part of this agreement)

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33. Indicate (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

ENCLOSURE (4)

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES**34. Check Appropriate Boxes**

- ☐ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☐ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☐ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal employees only)

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)	36. Date (Month, Day, Year) From _____ To _____	
37. Signature of Assigned Employee _____	38. Date of Signature (Month, Day, Year) _____	

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer _____	40. Signature of Authorizing Officer _____
41. Date of Signature (Month, Day, Year) _____	42. Date of Signature (Month, Day, Year) _____
43. Typed Name and Title _____	44. Typed Name and Title _____

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you e.g., from prior employers, educational institutions, or law enforcement

agencies, or by State, local, or Federal income taxin agencies.

Solicitation of your Social Security Number (SSN) is authorize by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Feder, agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the reyesre information may result in your being ineligible for participatio in the Intergovernmental Assignment Program

ENCLOSURE (4)